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NOTES OF CASES.

TRADEMARKS—“PERFECTION.”—The name “perfection” as the name of a mattress is held, in *Kyle v. Perfection Mattress Co.* (Ala.), 50 L. R. A. 628, to be a valid trademark as a fanciful name.

LEGACIES—CHARGE ON REAL ESTATE.—A charge of legacies upon real estate is held, in *Re Lutz* (Mo.), 50 L. R. A. 847, to result where the testator, at the time of making the will and at his death, had no personality out of which to pay the legacies.

BREACH OF PROMISE OF MARRIAGE—MEASURE OF DAMAGES.—The loss sustained by a woman on account of breaking her engagement to marry, at the solicitation of another man, and on his promise to marry her, is held, in *Hahn v. Bettingen* (Minn.), 50 L. R. A. 669, not to be a proper element of damages in an action against him for breach of promise, since she cannot take advantage of her own wrong.

BILL OF LADING—LIABILITY OF PURCHASER OF DRAFT TO WHICH ATTACHED. A purchaser of a draft with bill of lading attached is held, in *Talerton v. Anglo-California Bank* (Iowa), 50 L. R. A. 777, rejecting the doctrine of *Finch v. Gregg* (N. C.), 49 L. R. A. 679, to be unaffected by a warranty made by his assignor on sale of the goods represented by the bill of lading.

This question has been recently discussed in these pages. See 6 Va. Law Reg. 710, 778.

CONTEMPTS—LEGISLATIVE RESTRICTIONS.—The power to punish contempts, being inherent in every court of record, is held, in *Bradley v. State* (Ga.), 50 L. R. A. 691, not to be subject to restrictions or limitations by the legislature, and the fact that an act is punishable as a crime is held insufficient to prevent its punishment as a contempt of court.

See *Carter v. Commonwealth*, 96 Va. 791, 4 Va. Law Reg. 822. See also 4 Va. Law Reg. 49, 281, 345, 392, 520.

DEATH BY WRONGFUL ACT—COMPROMISE BY DECEASED IN HIS LIFETIME.—A voluntary settlement by an injured person with the party causing the injury is held, in *Southern Bell Teleph. & Teleg. Co. v. Cassin* (Ga.), 50 L. R. A. 694, to preclude an action for his death by his wife or child under a statute giving a remedy for the homicide of a husband or father.

The language of the Virginia Code making liable “the person who, or corporation, or ship or vessel which, would have been liable had death not ensued,” would seem to lead to the same conclusion. See *King v. Henkie* (Ala.), 60 Am. Rep. 119; *Littlewood v. Mayor*, 89 N. Y. 24; *Hecht v. Railway Co.* (Ind.), 32 N. E. 302.